



GSA Office of Property Disposal

Auction
U. S. Government Property

Vacant Land

43.27 Unimproved Acres



Theodore, Alabama

December 9th, 2004

Invitation For Bids

Vacant Land
43.27 acres - unimproved
Hamilton Boulevard near Rabbit Creek Drive
Theodore, Alabama 36582
4-G-AL-0772

Public Auction:

Date:

Thursday, December 9th, 2004 at 11:00 AM

Auction Location:

Best Western Regency Inn
180 W I-65 Service Road South
Mobile, Alabama 36608-5366 (251) 343-9345

Bid Deposit:

\$25,000 in certified funds or cashier's check endorsable to the U. S. General Services Administration is required for bidding.

Terms:

All Cash, As Is. Balance due in 60 Days

Property Inspection:

GSA representatives will be on site:

Thursday, November 18th, 2004 from 1:00 PM to 4:00 PM and

Wednesday, December 8th, 2004 from 1:00 PM to 4:00 PM

Property Description:

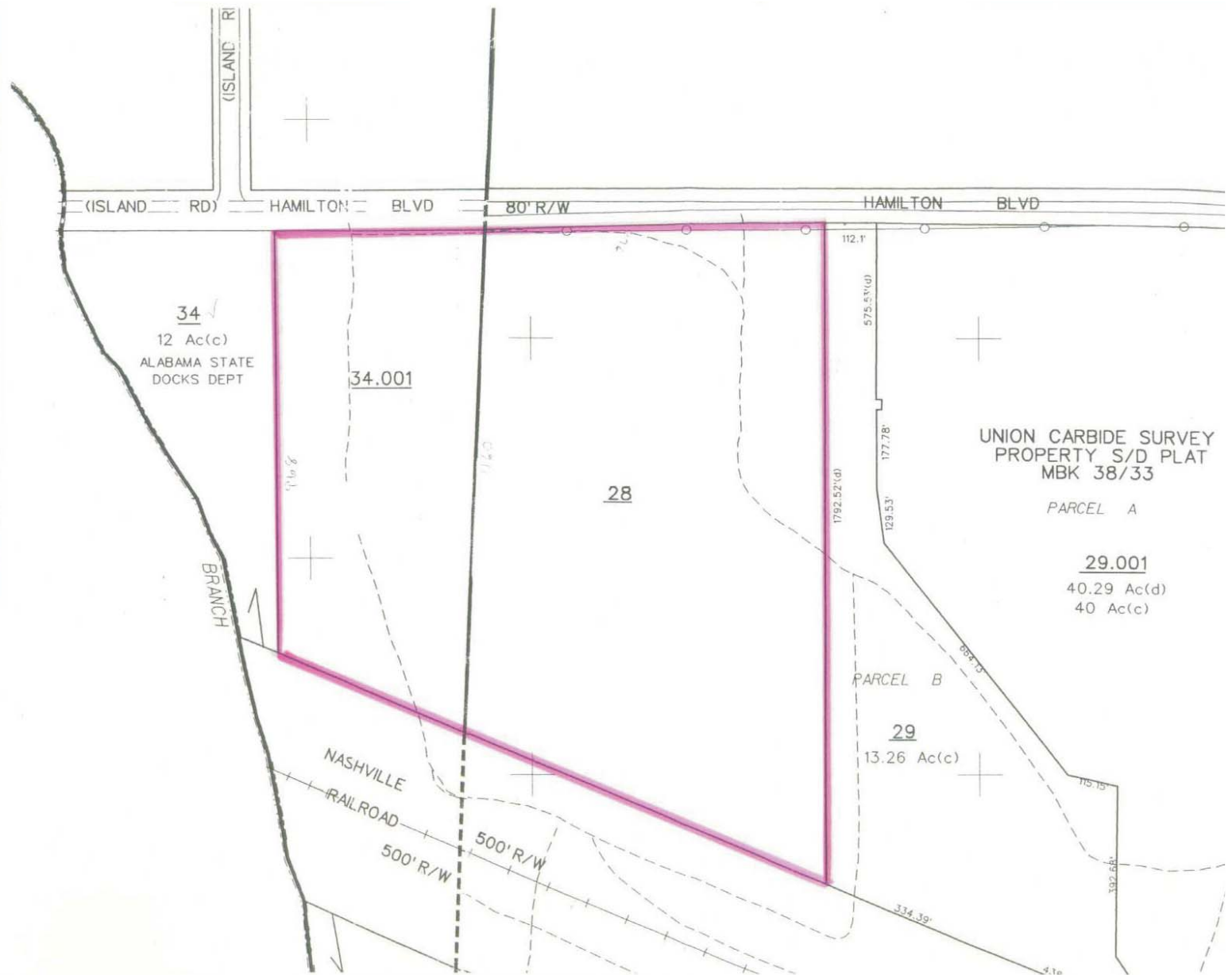
Property consists of 43.27 (17.511 hectares) acres of unimproved land.

Property Directions:

From the corner of U. S. Highway 90 & Hamilton Boulevard, travel east 1.7 miles on Hamilton Boulevard. Continue eastbound and cross over a set of railroad tracks. The property is on the south side of Hamilton Boulevard, approximately 70 to 80 feet after the intersection of Hamilton Boulevard and Rabbit Creek Road. The gravel entrance to the property is located approximately 30 feet after the "45 M.P.H" sign.

For more information, contact Richard Balsano at 404-331-0615 or by email at Richard.Balsano@gsa.gov

Theodore Vacant Land Plat Map and Legal Description



PARCEL NO. 1

From the northeast corner of Section 38, Township 6 South, Range 2 West, Mobile County, Alabama, run N 89°58' W 4,533.58 feet to a point; thence S 0°02' W 1,903.66 feet to a concrete monument on the south right of way line of Island Road (80 foot right of way), which is the point of beginning of the parcel of land being described; thence N 89°58' W, along the south right of way line of Island Road, 1,231.63 feet to a concrete monument; thence S 0°02' W 1,268.46 feet to a concrete monument; thence S 66°55' E, along a line that is parallel to and 20 feet northeastwardly from the centerline of a railroad track, 1,338.49 feet to a concrete monument; thence N 0°02' E 1,792.52 feet to the point of beginning; containing 43.27 acres, more or less.

Instructions to Bidders

1. Registration of Bidders

Each prospective bidder is required to register with a bid deposit in order to participate in the auction. At the time of registration, each bidder will sign a brief statement that they have received the "Invitation For Bids"(IFB).

2. Bid Deposit

At registration, each prospective bidder shall be required to possess and exhibit a bid deposit in the amount of \$25,000 in the form of certified funds or a cashier's check endorsable to the General Services Administration. The bid deposit of the high bidder shall be applied toward payment of the purchase price.

3. Bid Form (Offer to Purchase)

The successful bidder at the public auction will be required to complete and execute, in duplicate, the attached Offer to Purchase, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected.

4. Bid Executed on Behalf of Bidder

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his/her Power of Attorney or other evidence of his/her authority to act on behalf of the bidder.

A. Corporation. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed and presented at registration. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

B. Partnership. If the bidder is a partnership, and all partners sign the bid form, with a notation that they are all the partners, the Government will not ordinarily require any proof of the existence of the partnership. If all the partners do not sign the bid form, then their names (except limited partners) must be listed on the bid form. The Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

Terms of Sale

1. Term - Invitation For Bids

The term "Invitation for Bids" refers to: The Instructions to Bidders; the General Terms of Sale; any Special Terms of Sale; the provisions of the Bid Form; and all as may be modified or supplemented by any addenda issued prior to the auction.

2. Description and Condition of Property

The description of the property set forth in the Invitation for Bids and any other information provided with respect to said property are based on information available to the General Services Administration, Property Disposal Division and are believed to be correct; but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute grounds for nonperformance of the contract sale, or claim by Purchaser for allowance refund, or deduction from the purchase price.

The property is offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that same is in condition or fit to be used for the purpose for which intended. The failure of any bidder to inspect or to be fully informed as to the condition of all or any portion of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid. INSPECTION OF THE PROPERTY IS THE RESPONSIBILITY OF THE BIDDER.

All property will be conveyed "AS IS" and "WHERE IS", including but not limited to the following:

- a. Subject to any statement of facts that may be disclosed by a physical examination or an accurate and detailed survey of the premises or an investigation of the public records.
- b. Subject to all existing reservations, restrictions, easements, assessments, rights, and covenants, recorded or unrecorded, for public roads, highways, railroads, electrical lines, pipelines, drainage, and public utilities.

3. Waiver of Informalities or Irregularities

The Government may, at its election, waive any minor informality or irregularity in bids received.

4. Continuing Offers

The high bid received shall be deemed to be a continuing offer after the date of the auction for 60 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 60 days, or the Government obtains the bidder's consent to an extension of the bid, prior to such expiration.

5. Notice of Acceptance or Rejection

The Government reserves the right to reject any and all offers. Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his or her duly authorized representative at the address indicated in the bid documents.

6. Contract

The "Invitation for Bid(s)" and "Offer to Purchase", when accepted by the Government, shall constitute an agreement for sale between the Purchaser and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer unless modified in writing and signed by both parties. No oral statements or representations made by, for, or on behalf of either party shall be a part of such contract; nor shall the contract, or any interest therein, be transferred or assigned by the Purchaser without consent of the Government, and any assignment transaction without such consent shall be void.

7. Tender of Payment and Delivery of Instrument of Conveyance

The Purchaser shall on a mutually agreeable date not later than 60 days after acceptance of the bid, or such longer period as may be agreed upon in writing, tender to the Government the balance of the purchase price. Upon such tender being made by the Purchaser, the Government shall deliver the instrument(s) of conveyance.

8. Default

In the event the Purchaser fails to consummate the transaction, the bid deposit will be retained as liquidated damages. If the Government is unable to convey title, it shall promptly refund Purchaser's deposit without interest, whereupon the Government will be relieved of any further liability under this contract.

Terms of Sale, continued

9. Delayed Closing

The Purchaser may be required to pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's actions and not by fault of the Government. This rate to be computed is based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%); as of the date of acceptance of the bid by the Government.

10. Title and Title Evidence

Conveyance of the property to the Purchaser will be accomplished by a Quitclaim Deed and, where appropriate, a Bill of Sale, in conformity with local law and practice. Any title evidence desired by the Purchaser shall be at Purchaser's sole cost and expense.

11. Documentary Stamps, Cost of Recording and Adjustments

Any rents or utilities shall be prorated as of the date of conveyance. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at his own expense and affix to all instruments of conveyance and security documents such revenue and documentary

stamps as may be required by federal and local laws. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the purchaser's expense.

12. Possession

Possession of the property will be assumed by the Purchaser at the time of closing.

13. Risk of Loss

As of the date of conveyance, the Purchaser shall assume responsibility for care and handling and all risks of or damage to the property.

14. Officials Not To Benefit

No member of or delegate to the Congress or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

Special Terms and Conditions

CERCLA

(A) NOTICE Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

(B) CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

This covenant shall not apply:

(a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR

(b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

(i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR

(ii) causes or exacerbates the release or threatened release of a hazardous substance, the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition

precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

(a) the associated contamination existed prior to the date of this conveyance; and

(b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

(C) ACCESS. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

Special Terms and Conditions, continued

Mineral Rights:

The United States of America shall retain in perpetuity all mineral rights and interests associated with subject property.

Presence of Wetlands:

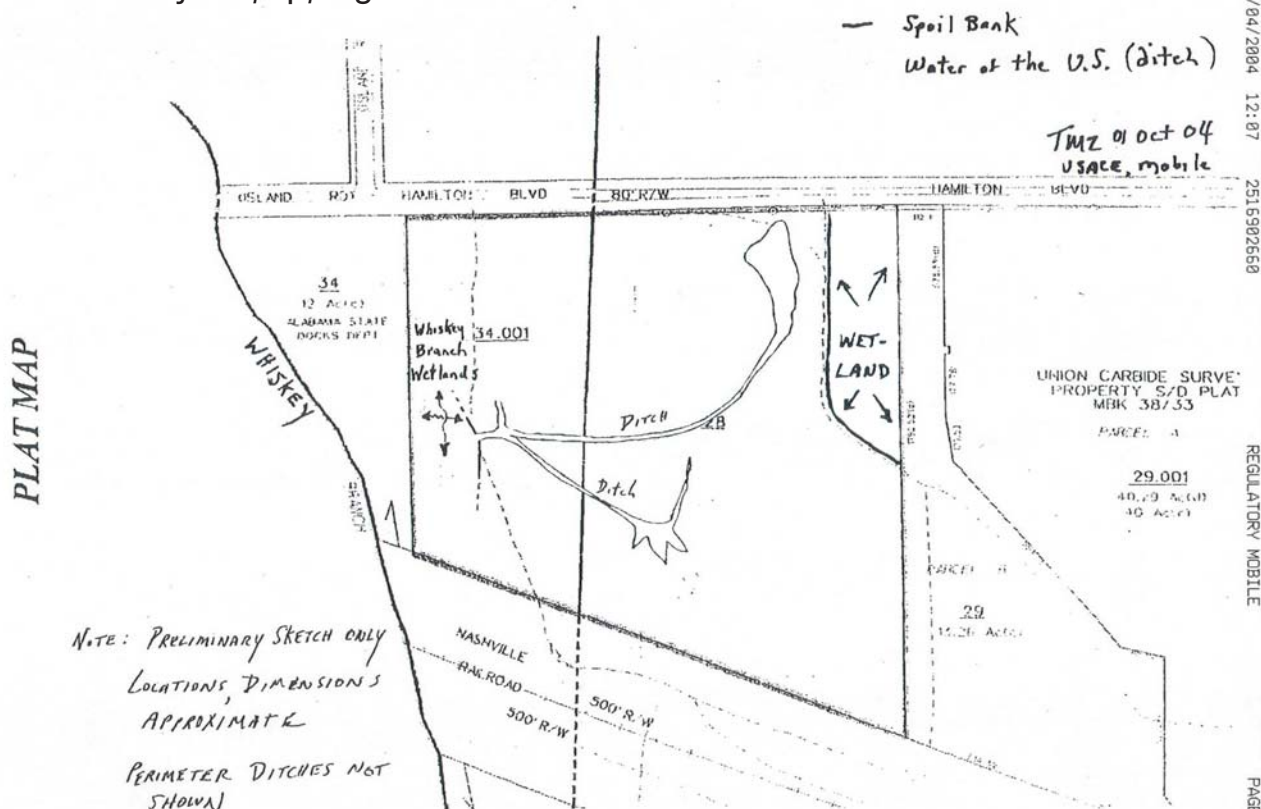
A portion of the property is considered wetlands and is subject to Federal permitting authority pursuant to Section 404 of the Clean Water Act of 1977 (33 USC 1344). Section 404 regulates the placement of dredged or fill material into waters of the United States, including wetlands, unless the work has been authorized by a Department of the Army permit.

It appears that Federally-regulated wetlands and other waters of the U.S. [ditches] compromise approximately 18 percent of the property. This determination was based upon a reconnaissance field inspection by the U.S. Army Corps of Engineers, which established the adjacency of these wetlands and ditches to nearby Whiskey Branch, a surface tributary. Please note the U.S. Army Corps of Engineers sketch with the approximate location of the wetlands and other waters indicated.

Please note that slab-on-grade construction, grading, land clearing with heavy equipment, some pile supported structures, and constructing a built up road are considered filling activities and will require a section 404 permit if located in wetlands. Hand clearing, bush hogging, and burning of vegetation [no fill] do not require a section 404 permit.

For More Information on Wetlands:

www.sam.usace.army.mil/op/reg



Offer To Purchase Government Real Property

PUBLIC AUCTION

Offer To Purchase Government Real Property To Be Completed By The Highest Bidder Only

This offer is subject to the procedures, terms and conditions of the "Invitation For Bids" which is incorporated herein by reference. The undersigned bidder hereby offers and agrees, if this bid is accepted within thirty calendar days after the date of the auction, to purchase the property described as:

Vacant Land
43.27 acres - unimproved
Hamilton Boulevard near Rabbit Creek Drive
Theodore, Alabama 36582
4-G-AL-0772

Amount of Bid: _____ Bid Deposit: **\$25,000** _____ received day of sale.

The instrument(s) of conveyance should name the following Grantee(s):

Bidder is: (check one) ☐ Individual ☐ Partnership ☐ A Trustee ☐ A Corporation

Name: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone: () _____

Signature: _____ Date: _____

Signer's Name & Title (type or print): _____

Certificate Of Corporate Bidder

I, _____ certify that I am

(Secretary or other Official Title) of the Corporation named as bidder herein,
that _____ who signed this Offer To Purchase on behalf of the
(Name) bidder was then _____ of said Corporation; that said
(Official Title)

Offer To Purchase was duly signed for and on behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(Signature of Certifying Officer/Secretary)

(Signature of President/Vice-President)

CORPORATE SEAL

U.S. General Services Administration
PBS, Property Disposal Division (4PR)
401 West Peachtree Street, Suite 2528
Atlanta, Georgia 30308-2550
Official Business
Penalty for Private Use, \$300

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Thursday, December 9th, 2004
11:00 AM

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4-G-AL-0772

*For additional information, please call Richard Balsano at (404) 331-0615
or email richard.balsano@gsa.gov*

*For information and pictures, please check the Property Disposal
website on the Internet at <http://propertydisposal.gsa.gov/property>*